

## **ARTICLE 13 – SAFETY AND REGULATORY UNIT ASSIGNMENT AND TRANSFER**

### **A. Definitions.**

1. **Assignment.** An assignment is the particular job to be performed within a work location, on an assigned shift and schedule as directed by the Employer.
2. **Reassignment.** A reassignment is a change of assignment of a classified employee effected upon the Employer's initiative in accordance with Section B. of this Article.
3. **Transfer.** A transfer is either the filling of a vacancy, or a permanent change in assignment, at the employee's initiative or request in accordance with Section C. of this Article.
4. **Initial Vacancy.** An initial vacancy is a new or existing unfilled, permanent position which the Employer seeks to fill. A position from which an employee has been laid off or transferred is not an initial vacancy for purposes of transfer.
5. **Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the initial vacancy.
6. **Subsequent Vacancy.** A subsequent vacancy is a vacancy which results from the filling of a secondary vacancy in accordance with Section C. of this Article.
7. **Work Location.** Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. In the Department of Corrections, the geographic area of assignment for Fire Safety Inspectors shall be one of three regions as agreed to by the parties. It is the intent of the Department of Corrections to minimize non-primary duties of the classification as changes in the number and location of positions occur. This definition shall be the subject of secondary negotiations at the request of either party.
8. **Work Site.** For the purpose of this Article each of the following shall be considered a separate work site:
  - a. A building within a work location;

- b. A building or group of buildings which constitute a Facility of the Departments of Community Health, Corrections, Family Independence Agency and Education, or organizational field unit in the Department of Natural Resources;
- c. In metro-Lansing area, the various administrative office locations for each Department shall be considered as a single work site.

This definition shall be the subject of secondary negotiations at the request of either party.

- 9. **Seniority.** For purposes of this Article seniority shall be as defined in Article 11.
- 10. **Qualified.** For purposes of this Article, except as provided in Section C., an employee shall be deemed qualified if he/she is actively employed on a permanent basis in satisfactory status in the same Department and Civil Service classification as the vacancy.

## **B. Assignment-Reassignment.**

1. **Right of Assignment.** Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location. In filling a vacancy the Employer shall continue to have the right to assign or reassign a qualified employee subject only to the provisions of this Article.

2. **Conditions of Employment.** Where a departmental condition for employment as expressed in writing prior to or at the time of hire, or a Department of Civil Service class specification, or Civil Service examination announcement provides that an individual employee may be reassigned or relocated, on a periodic, planned, or operational needs basis, there shall be no restriction upon the Employer in assigning and reassigning an employee, within his/her classification and level, among work locations or within a work location.

3. **Other Assignment.** Prior to utilizing provisions of Section C of this Article, the Employer may reassign an employee, within the employee's work site, provided that such reassignment does not require a shift change.

In reassigning an employee from one work location to another or one work site to another, or from one assignment to another requiring a change in shift, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts or between work locations, within the immediately preceding twelve (12) month period.

The Employer will not reassign an employee to another classification if such assignment would require compensation in a lower pay range. At work sites having multiple shifts, a redistribution of employees between shifts, provided that there is no net gain of employees, shall be accomplished by voluntary transfers of employees from the other shifts at that work site. Failing to meet operational requirements via these transfers, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts within the immediately preceding twelve (12) month period. To maintain a balance of experienced employees in a manner requiring transfer out-of-line seniority on a shift, agreements will be sought through the appropriate level Labor-Management Meetings. An employee who refuses a reassignment to another county shall not have such refusal treated as a layoff, however, he/she shall be entitled to recall rights.

**4. Employee Conduct Reassignment.** An employee may be reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work site will be detrimental to the continued effectiveness of the work unit or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment requested by the employee shall not be grievable. Reassignment shall not be executed solely for disciplinary purposes.

**5. Employee Demotion.** The Employer may fill a position by either voluntary or involuntary demotion, of an employee in the Bargaining Unit, prior to transferring or recalling employees.

**6. Relief Assignment.** Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. Relief assignments may be utilized by the Employer as a regular assignment.

**7. Temporary Reassignment.** The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a recall list without being bound by the procedure of Section C., Subsection 2., of this Article. However, temporary reassignments at work sites or locations outside the employee's permanent work location or county containing the employee's permanent work site will make the employee eligible for travel and meal allowances.

**8. Limits to Reassignment.** An employee shall not be subject to reassignment requiring mandatory relocation of residence more than once in any three (3) year period except:

- a. By mutual agreement between the Employer and the employee;

- b. In cases of employee conduct reassignment;
- c. As required in Subsection 2. of this Section.

**9. General.**

a. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time he/she is required to report early.

b. Reassignment of employees shall not be made in an arbitrary or capricious manner.

**C. Transfer.**

1. **Vacancy Transfer List.** Employees shall be entitled to express an interest in transfer to other work locations and/or work sites to which they would like to transfer within their current classification which would allow them to retain their same level. The issue of tiered transfer priorities shall be a proper subject for secondary negotiations. The issue of transfers within work sites of less than fifty (50) Bargaining Unit employees shall be a proper subject of secondary negotiations only upon mutual agreement of the parties. The Employer will establish vacancy transfer lists from which initial and secondary vacancies will be filled by qualified employees. Such vacancy transfer lists shall be based upon the seniority list provided for under Article 11, Seniority. Requests for transfers shall be made on the appropriate form and sent to the Personnel Office. Lists will be updated on the first of October, January, April, and July of each year. To be included on the lists, transfer requests must be received by the Personnel Office by the 20th of the preceding month. Lists of work locations and their classifications shall be made available for review by employees. Transfer lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees no later than September 15 that transfer lists established by this Agreement are expiring on September 30.

Employees submitting transfer requests, shall indicate a maximum of three (3) desired work locations by county designation or other appropriate designations as determined in secondary negotiations, except that no transfer rights shall exist for positions within an employee's current work site except as may otherwise be agreed to in secondary negotiations as provided above.

2. **Application.** Except as provided in Article 12, Section F., an initial vacancy shall be filled by one of the three (3) most senior qualified employees on the appropriate transfer list. The resulting secondary vacancy shall be filled in the same manner as the initial vacancy. Where there are less than three qualified

employees on the transfer list the Department may consider all other forms of appointment procedure. The Employer shall have the option of filling any subsequent vacancy by other authorized appointment procedures including continued application of these provisions.

In the Department of Corrections, Correctional Facilities Administration and the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are no qualified employees from the Agency on the transfer request list.

**3. Limitations.** The Employer shall not be required to consider:

- a. An initial or continuing probationary employee;
- b. Employees in less than satisfactory standing, or who have received a disciplinary suspension within one year preceding the date of the transfer request, or during the period between the application date and the date the employee is considered for transfer;
- c. Employees who have been transferred or reassigned any time during the immediately preceding twelve (12) month period;
- d. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediately preceding twelve (12) month period;
- e. Employees if the vacancy is part of a Conduct Reassignment as described in Section B.4. above;
- f. Employees who do not possess the particular qualifications for the assignment, including but not limited to:
  - (1) Special job skills;
  - (2) Physical requirements;
  - (3) Selective certification requirements;
  - (4) Specialized qualification requirements determined in secondary negotiations.
- g. Where a work site or facility is closed or divided, the Employer may reassign employees along with their work responsibilities to the new Facility or work site.

**4. Hardship Transfers.** Legitimate hardship transfer requests to another work location submitted by POAM may be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair the operating effectiveness of the Department or any sub-unit thereof. For purposes of this Subsection, hardship means health condition of an employee or an employee's

immediate family (defined as spouse, children, parents or spouse's parents) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. MSEA agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provision of this Subsection.

**5. Correcting of Staffing Imbalance.** Where the Employer seeks to correct a staffing imbalance between or within work locations or work sites, the Employer may consider transfer requests from an over staffed work site/work location prior to considering transfer requests from other work sites. When the Employer intends to utilize this provision the Employer shall give MSEA prior notice and shall, upon request, meet with MSEA to discuss the details of such action.

**6. Exchange Transfer.** An exchange transfer may take place upon agreement of involved employees, the Employer and MSEA.

**D.** The Employer may reassign or transfer out of line seniority to maintain an existing affirmative action plan in accordance with applicable law when approved in advance by the State Personnel Director.

**E. Expense Reimbursement.**

Employees who are reassigned under the provisions of Section B. of this Article shall be eligible to receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement.

Employees who are transferred under the provisions of Section C. of this Article shall not be entitled to receive reimbursement for incurred moving expenses pursuant to Article 37 of this Agreement. However, an employee's employing Department may at its sole discretion authorize the application of part or all of such Article.

If the Employer conducts interviews related to this Article, administrative leave shall be allowed.

The provisions of this Article shall not obligate the Employer to retrain, furnish, or provide for retraining of any employee in order to permit him/her to apply for or receive approval of a transfer request.